

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

SOCORRO OCHOA, ANA GAYTAN
GARCIA, TERESA GONZALEZ VEGA,
LILIANA J. MOISEN, ANDREA GARCIA
CERVANTES, and CECILIA CERVANTES,
individually, and on behalf of all others similarly
situated; ANA GAYTAN GARCIA and
TERESA GONZALEZ VEGA, on behalf of the
State of California and other aggrieved persons,

Plaintiffs,

v.

LA TAVOLA, LLC, a California limited
liability company; BBJ RENTALS INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV000862

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 23, 2025
Time: 8:30 a.m.
Dept.: A

Complaint filed: July 29, 2022
FAC filed: April 9, 2024
Trial date: Not set

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Managing Associate at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Socorro Ochoa, Ana Gaytan Garcia, Teresa Gonzalez Vega, Liliana J. Moisen, Andrea Garcia Cervantes, and Cecilia Cervantes (collectively, “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Motion”).

CASE BACKGROUND

3. Plaintiffs allege that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendants failed to pay for all hours worked. Plaintiffs further allege that Defendants failed to provide employees with legally compliant meal and rest periods and Defendants failed to reimburse business expenses. Based on these allegations, Plaintiffs assert related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under the PAGA.

4. On July 29, 2022, Plaintiff Ochoa filed a putative wage and hour class action complaint against Defendant La Tavola, LLC for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure

1 to provide accurate itemized wage statements; (7) failure to indemnify employees for
2 expenditures; and (8) unfair business practices. On June 1, 2022, Plaintiff Gaytan Garcia sent
3 a notice to Defendants and the California Labor & Workforce Development Agency (“LWDA”)
4 alleging similar wage and hour violations pursuant to the PAGA. On March 17, 2023, Plaintiff
5 Vega also sent a notice to Defendants and the LWDA alleging similar wage and hour violations
6 pursuant to the PAGA. On April 9, 2024, Plaintiff Ochoa filed a First Amended Class &
7 Representative Complaint, adding Defendant BBJ Rentals Inc. as a named defendant, adding a
8 cause of action for civil penalties under the PAGA, and adding additional class representatives.

9 DISCOVERY, INVESTIGATION, AND SETTLEMENT

10 5. Following the filing of the initial complaint, the Parties exchanged documents and
11 information before mediating this action. Defendants produced a sample of time and pay records
12 for the class members. Defendants also provided documents of its wage and hour policies and
13 practices during the class period and information regarding the total number of current and former
14 employees in its informal discovery responses.

15 6. After reviewing documents regarding Defendants’ wage and hour policies and
16 practices and analyzing Defendants’ timekeeping and payroll records, Class Counsel was able to
17 evaluate the probability of class certification, success on the merits, and Defendants’ maximum
18 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
19 the claims and defenses asserted in the litigation. Class Counsel reviewed these records and
20 prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed
21 Class Counsel to act intelligently and effectively in negotiating the Settlement.

22 SETTLEMENT NEGOTIATIONS

23 7. On October 17, 2023, the Parties participated in private mediation with experienced
24 class action mediator, Jill R. Sperber, Esq. The mediation was conducted via Zoom. The
25 settlement negotiations were at arm’s length and, although conducted in a professional manner,
26 were adversarial. The Parties went into the mediation willing to explore the potential for a
27 settlement of the dispute, but each side was also prepared to litigate their position through trial and
28 appeal if a settlement had not been reached. After extensive negotiations and discussions regarding

the strengths and weaknesses of Plaintiffs’ claims and Defendants’ defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”).

8. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendants both to certification and on the merits, trial risk, and appellate risk.

9. The Court granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement on September 11, 2024. The deadline for class members to opt out or object to the Settlement was November 25, 2024. The reaction of the Class to the settlement has been overwhelmingly positive. Indeed, as of the filing of the Motion, no Class Member has opted out of the settlement and no Class Member have objected to the settlement.

10. The settlement obviates the significant risk that the Court may deny certification of all or some of Plaintiffs’ claims. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the class.

11. The proposed Settlement Agreement was provided to the LWDA in advance of Plaintiffs’ filing of the Motion for Preliminary Approval of Class Action Settlement.

ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

12. Class Counsel represent that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and were frequently in contact with Class Counsel during the mediation.

1 Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial
2 benefits Plaintiffs generated for all class members.

3 13. Throughout this litigation, Plaintiffs, who are former employees of Defendants,
4 have cooperated immensely with my office and have taken many actions to protect the interests of
5 the class. Plaintiffs provided valuable information regarding the off-the-clock, meal period, and
6 rest period claims. Plaintiffs also informed my office of developments and information relevant
7 to this action, participated in decisions concerning this action, and made themselves available to
8 answer questions during the mediation. Before we filed this case, Plaintiffs provided my office
9 with documents regarding the claims alleged in this action. The information and documentation
10 provided by Plaintiffs were instrumental in establishing the wage and hour violations alleged in
11 this action, and the recovery provided for in the Settlement Agreement would have been impossible
12 to obtain without Plaintiffs' participation.

13 14. At the same time, Plaintiffs faced many risks in adding themselves as the class
14 representative in this matter. Plaintiffs faced actual risks with their future employment, as putting
15 themselves on public record in an employment lawsuit could also very well affect their likelihood
16 for future employment. Furthermore, as part of this settlement, Plaintiffs are executing general
17 releases of all claims against Defendants.

18 15. In turn, class members will now have the opportunity to participate in a settlement,
19 reimbursing them for alleged wage violations they may have never known about on their own or
20 been willing to pursue on their own. If these class members would have each tried to pursue their
21 legal remedies on their own, that would have resulted in each having to expend a significant amount
22 of their own monetary resources and time, which were obviated by Plaintiffs putting themselves
23 on the line on behalf of these other class members.

24 16. In the final analysis, this class action would not have been possible without the aid
25 of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own
26 individual claims, and placed themselves at risk for the sake of the class members. The requested
27 enhancement awards for Plaintiffs for their services as the class representatives and for their
28 general releases of all individual claims is a relatively small amount of money when the time and

effort put into the litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive awards are therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

17. The settlement provides for attorneys' fees and costs to Class Counsel in an amount up to 33 1/3% of the Gross Settlement Amount, for a maximum fees award of \$333,333.33, plus reasonable litigation expenses of up to \$30,000.00.

18. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Arrash T. Fattahi	Managing Associate	117	\$700	\$81,900
Benjamin H. Haber	Associate Attorney	52	\$775	\$40,300
Bradford Smith	Settlement Attorney	29	\$575	\$16,675
Justin F. Marquez	Senior Partner	65	\$1,500	\$97,500
Total:				\$236,375

19. Wilshire Law Firm, PLC has spent approximately 263 hours, for a lodestar of \$236,375 litigating this action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiffs' counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendants' policies, and requesting and reviewing Plaintiffs' time and pay records, personnel files, and exploring the corporate structure of Defendants;
- b. filing the action;
- c. attending hearings and meeting and conferring with Defendants regarding the case;
- d. Opposing and defeating Defendants' motion to compel arbitration in a related case;
- e. meeting and conferring with Defendants regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;

- f. selecting a mediator and mediation date;
- g. working with opposing counsel and an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
- h. reviewing policy documents from Defendants and researching applicable defenses;
- i. preparation of a mediation brief and damages model for use at mediation;
- j. attendance at mediation by all Parties and Counsel;
- k. communicating with Plaintiffs who requested updates or other information regarding this matter;
- l. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;
- m. preparing and assisting in the drafting of the Motion for Preliminary Approval of Class Action Settlement and supporting documents.
- n. communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement;
- o. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Settlement Administrator regarding class members who sought additional information about the Settlement; and
- p. preparing the instant Motion and supporting documents.

20. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorneys' fees.

21. We can provide additional billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information.

22. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office

1 invested significant time and resources into the case, with payment deferred to the end of the case,
2 and then, of course, contingent on the outcome.

3 23. It is further estimated that my office will need to expend at least another 15 to 20
4 hours to monitor the process leading up to payments made to the class. My office also bears the
5 risk of taking whatever actions are necessary if Defendants fail to pay.

6 24. The risk to my office has been very significant, particularly if we would not be
7 successful in pursuing this class action. In that case, we would have been left with no compensation
8 for all the time taken in litigating this case. The contingent risk in these types of cases is very real
9 and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other
10 cases which could have resulted in a larger, and less risky, monetary gain.

11 25. Because most individuals cannot afford to pay for representation in litigation on an
12 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
13 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
14 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
15 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
16 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
17 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
18 that we recover more than our regular hourly rate when we win if we are to remain in practice so
19 as to be able to continue representing other individuals in civil rights employment disputes.

20 26. As of the drafting of this Motion, my office has incurred around \$27,961.38 in
21 expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of
22 the Settlement. These expenses were reasonably necessary to the litigation and were actually
23 incurred by my office. We also anticipate additional costs in the amount of \$500.00, which
24 includes the costs for filing Plaintiffs' Motion, the distribution compliance report, and appearing
25 at the hearing. Accordingly, Class Counsel respectfully requests reimbursements of \$28,461.38 in
26 expenses, which should be reimbursed in full. Attached as **Exhibit 2** is a list of the costs and the
27 categories of costs for the costs incurred in this case to date by Wilshire Law Firm, PLC.
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PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

27. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over 120 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

28. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as numerous class actions involving consumer rights and data privacy litigation.

29. I graduated from the University of California, Los Angeles with a Bachelor of Arts in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington University Law School. During law school, I was a member of the student editorial board for the Federal Circuit Bar Journal.

30. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the managing attorney in charge of litigating several class action cases in state and federal courts in California.

31. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, PLC, I have nearly four years of experience litigating wage and hour class actions. Over the last nearly four years, I have managed and assisted with the litigation and settlement of several wage and hour class actions. In those class actions, I performed similar tasks as those performed in the course of prosecuting this action.

32. My current contingent billing rate of \$700 per hour is consistent with the legal market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel in my own right (as opposed to being part of a firmwide appointment of counsel):

(a) *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No.

- 1 RG21096357; Motion for Final Approval granted on January 31, 2023.
- 2 (b) *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.
- 3 MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 4 (c) *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No.
- 5 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- 6 (d) *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-
- 7 0001473-CU-OE-CTL; Motion for Final Approval granted on May 30,
- 8 2023.
- 9 (e) *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No.
- 10 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on
- 11 May 30, 2023.
- 12 (f) *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case
- 13 No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 14 (g) *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case
- 15 No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 16 (h) *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
- 17 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 18 (i) *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
- 19 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 20 (j) *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
- 21 Motion for Final Approval granted on November 2, 2023.
- 22 (k) *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-
- 23 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
- 24 2024.
- 25 (l) *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
- 26 County, Case No. CIVSB2124721; Motion for Final Approval granted on
- 27 February 1, 2024.
- 28 (m) *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-

101520; Motion for Final Approval granted on February 22, 2024.

(n) *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.

(o) *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.

(p) *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.

33. Benjamin H. Haber is an eighth-year Associate Attorney at Wilshire Law Firm, PLC. He graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, he was a member of the executive board for the Hastings Law Journal and student mediator at the San Francisco Superior Court, Small Claims Division. He was admitted to practice law in the State of California in 2017. Since graduating from law school, he has focused his legal work primarily on wage and hour litigation and has helped obtain dozens of settlements on behalf of tens of thousands of workers in California. He was also selected as a “Southern California Rising Star” in 2024 and 2025. His contingent hourly rate for this matter is \$775 per hour.

34. Bradford Smith is a Law and Motion Attorney at Wilshire Law Firm, PLC. He graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, PLC, he worked at a law firm specializing in insurance defense litigation. His focus now is on wage and hour class action litigation. His contingent hourly rate for this matter is \$575 per hour

35. Justin F. Marquez was a Senior Partner at Wilshire Law Firm, PLC. He graduated from the University of California, Los Angeles’s College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, he also received a scholarship to study abroad for one year at Tokyo University in

1 Tokyo, Japan. He received my Juris Doctor from Notre Dame Law School in 2008. He has
2 received numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected him as
3 a “Southern California Rising Star,” and from 2022 to 2025, he was selected as a “Southern
4 California Super Lawyer.” He was selected as one of the “Best Lawyers in America” from 2023
5 to 2025. In 2016 and 2017, the National Trial Lawyers selected him as a “Top 40 Under 40”
6 attorney. In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY
7 (California Lawyer Attorneys of the Year) award for his work on a false advertising case against
8 Apple which ultimately led to a \$25 million settlement. His contingent hourly rate while at
9 Wilshire Law Firm, PLC was \$1,500 per hour. The reasonableness of Wilshire Law Firm, PLC’s
10 hourly rates is also supported by several surveys of legal rates, including the following:

- 11 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents
12 the real market rates of Los Angeles area attorneys who practice litigation. For
13 that category, the third quartile 2022 rate was \$1,045 per hour for partners and
14 \$855 for associates. Likewise, page 32 of the Report describes the rates charged
15 by 183 Los Angeles partners with “21 or more years of experience” and “Fewer
16 than 21 years.” For those categories, the third quartile Los Angeles partner rate
17 in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with
18 fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate
19 Report is attached hereto as Exhibit 3.

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b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as Exhibit 4.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on December 30, 2024, in Irvine, California.



Arrash T. Fattahi

Exhibit 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Joint Stipulation”) is entered into by Plaintiffs SOCORRO OCHOA (“Plaintiff Ochoa”), ANA GAYTAN GARCIA (“Plaintiff Garcia”), and TERESA GONZALES VEGA (“Plaintiff Vega”) (herein collectively “Plaintiffs”)¹ on the one hand, and Defendants LA TAVOLA, LLC (“Defendant La Tavola”) and BBJ RENTALS INC. (“Defendant BBJ Rentals”) (herein collectively “Defendants”), on the other hand.

WHEREAS, Plaintiffs allege that they are former employees of Defendants;

WHEREAS, on or about July 29, 2022, Plaintiff Ochoa filed a Complaint against Defendant La Tavola in the California Superior Court, in and for the County of Napa, Case No. 22CV000862 on behalf of herself and other similarly situated employees (“Ochoa Complaint”);

WHEREAS, on or about August 5, 2022, Plaintiff Garcia filed a Complaint against Defendants in the California Superior Court, in and for the County of Napa, Case No. 22CV000887 on behalf of herself and other allegedly aggrieved employees (“Garcia Complaint”);

WHEREAS, on or about May 24, 2023, Plaintiff Vega filed a Complaint against Defendants in the California Superior Court, in and for the County of Napa, Case No. 23CV000638 on behalf of herself and other allegedly aggrieved employees (“Vega Complaint”);

WHEREAS, Plaintiff Garcia and Plaintiff Vega allege claims under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (hereinafter the “PAGA Claims”) and provided notices to the California Labor and Workforce Development Agency pursuant to Cal. Lab. Code § 2699.3(a) (hereinafter the “PAGA Notices”)

WHEREAS, Plaintiffs and Defendants agree to file a joint stipulation and proposed order to provide Plaintiff Ochoa leave to amend the Ochoa Complaint for the limited purposes to: (1) add Defendant BBJ Rentals as a named Defendant; (2) add a cause of action under California’s Labor Code Private Attorneys General Act of 2004 as similarly pled by Plaintiff Garcia and

¹ As well as “To-Be Plaintiffs,” as defined below

Plaintiff Vega (“To-Be PAGA Claim”); and (3) add Liliana J. Moisen, Andrea Garcia Cervantes, and Cecilia Cervantes as additional class representatives (“To-Be Plaintiffs”) (hereinafter the “Ochoa FAC”);

WHEREAS, the Ochoa Complaint, the Ochoa FAC, the Garcia Complaint, the Vega Complaint, the PAGA Claims, the To-Be PAGA Claim, and the PAGA Notices shall be hereinafter collectively referenced as the “Action” and shall collectively be incorporated herein by reference as though fully set forth;

WHEREAS, Plaintiffs and Defendants shall be hereinafter collectively referred to as the “Parties”;

WHEREAS, on October 17, 2023, the Parties commenced a full-day mediation with mediator Jill R. Sperber, Esq., and reached a settlement of all claims in the Action;

WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle all claims that were or could have been brought in Plaintiffs’ Action;

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such claims as follows:

I. DEFINITIONS

The terms defined above shall have the meanings therein given, for all purposed in this Joint Stipulation of Class and PAGA Settlement, including in any exhibits hereto. And, the following defined terms used in this Joint Stipulation of Class and PAGA Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. “Agreement,” “Settlement,” “Settlement Agreement” and “Joint Stipulation” mean this Joint Stipulation of Class and PAGA Settlement.

2. Class. “Class,” “Class Members,” “Settlement Class,” or “Settlement Class Members” shall mean all of Defendants’ current and former non-exempt employees in the state of California during the Class Period.

3. Class Certification. “Class Certification” shall mean certification of the Class pursuant to Cal. Code Civ. Proc. § 382 and other applicable law, for purposes of this Settlement

only, without prejudice to Defendants' ability to oppose or otherwise challenge such certification, except that Defendants shall not so oppose or otherwise challenge such certification for purposes of performing Defendants' duties under this Settlement, which include to make all reasonable efforts to give such Settlement full force and effect.

4. Class Counsel. "Class Counsel" refers collectively to: Justin F. Marquez (State Bar No. 262417), Benjamin H. Haber (State Bar No. 315664), and Arrash T. Fattahi (State Bar No. 333676) of Wilshire Law Firm, PLC of 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010.

5. Class Counsel Fees and Costs. "Class Counsel Fees and Costs" shall mean an amount of thirty three and one third percent (33 1/3%) of the Gross Settlement Amount (\$333,333.33) in Class Counsel's Fees subject to Court approval, in addition to actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, with those costs and expenses not to exceed \$30,000.00. This total amount is inclusive of attorneys' fees and estimated litigation costs. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Class Counsel Fees and Costs shall be paid to Class Counsel from the Qualified Settlement Fund by the Settlement Administrator. Such payment of Class Counsel Fees and Costs shall be deemed to be full satisfaction of any obligations by Defendants to pay any attorney fees, attorney costs and/or other fees or costs to Plaintiffs, To-Be Plaintiffs, Class Members, and/or Class Counsel in relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs, including by the Court, shall not constitute a basis for this Settlement being void or Void *Ab Initio*, unless such adjustment shall have the effect of increasing the Gross Settlement Amount, whereupon this Settlement will be voidable by Defendants as provided in this Agreement.

6. Class Notice. "Class Notice" shall mean a notice to Class Members pursuant to California Rules of Court Rule 3.766, and distributed by the Settlement Administrator in accordance with Section II.6 below.

7. Class Member. "Class Member" shall mean all of Defendants' current and former

non-exempt employees in the state of California during the Class Period.

8. Class Member Objection. “Class Member Objection” shall mean a Class Member’s objection made pursuant to the provisions of Section II.7 below.

9. Class Member Objector. “Class Member Objector” shall mean a Class Member who submits a Class Member Objection. A Class Member Objector shall not be considered an Opt-Out unless he or she submits a valid Opt-Out Request.

10. Class Member Work Week(s). “Class Member Work Week(s)” shall mean a Work Week in which a Class Member was employed by and performed work for Defendants in California during the Class Period. The Settlement Administrator shall thus calculate the total number of Class Member Work Weeks accordingly. This Settlement is based on an estimated total of 36,843 Class Member Work Weeks from the beginning of the Class Period through the date of mediation with the mediator Jill R. Sperber, Esq. on October 17, 2023, which amount Defendants confirmed based on their records. Should the actual number of Class Member Work Weeks from the beginning of the class period through the end of the Class Period (January 17, 2024 or the date of the Court’s entry of judgment granting Preliminary Approval of the Settlement) exceed the estimate by 10%, Defendants shall increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 12% increase in Class Member Work Weeks during the Class Period, Defendants would increase the Gross Settlement Amount by an additional 2%).

11. Class and PAGA Periods. “Class Period” shall refer to the time period from February 1, 2018 through January 17, 2024 or the date of the Court’s entry of Preliminary Approval of the Class Action Settlement, whichever is earlier. “PAGA Period” shall refer to the time period from June 1, 2021 through January 17, 2024 or the date of the Court’s entry of Preliminary Approval of the Class Action Settlement, whichever is earlier.

12. Court. “Court” refers to the above-referenced Court, or any such further courts, arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

13. Date of Preliminary Approval. The “Date of Preliminary Approval” means the day on which the Court signs and enters its order granting Preliminary Approval.

14. Defendant's Counsel. "Defendant's Counsel," "Defense Counsel" or "Counsel for Defendant" shall mean Fisher & Phillips LLP, One Montgomery Street, Suite 3400, San Francisco, California 94104, and the attorneys in such firm including Annie Lau (State Bar No. 302438) and Kiki Y. Okpala (State Bar No. 341774).

15. Effective Date. "Effective Date" shall mean the date on which all of the following have occurred:

- (a) Full execution of this Agreement by all parties, and expiration of any applicable revocable periods related to such signature;
- (b) Entry by the Court of Preliminary Approval;
- (c) Receipt by Defendants of written notice of such entry of Preliminary Approval pursuant to the California Code of Civil Procedure and the California Rules of Court, or Defendants' express waiver of such notice;
- (d) Completion of all those Settlement Administration Procedures which this Settlement dictates will take place in advance of the Final Approval Hearing;
- (e) The Court setting and conducting a Final Approval Hearing pursuant to California Rules of Court Rule 3.769(g);
- (f) Entry by the Court of an order of Final Approval of the Settlement and a Judgment;
- (g) Service by Plaintiffs of written notice of such entry of Final Approval and Judgment, or Defendants' express waiver of such notice;
- (h) Final Approval has become Final. For purposes of this provision, "Final" means:
 - i. if no Class Member Objections are made and/or are made and withdrawn, the date the Court enters its order granting Final Approval of the Settlement and Judgment pursuant to California Rules of Court Rule 3.769(h);

- ii. if any Class Member Objections are made and not withdrawn, and if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of Judgment;
 - iii. if rehearing, reconsideration, and/or appellate review of the Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate review have been exhausted and no further rehearing, reconsideration, or appellate review is permitted, and the time for seeking such review has expired, and the Judgment has not been modified, amended, or reversed in any way; or
 - iv. if a Class Member Objector appeals from any ruling by the Court overruling such objection in whole or in part, the date when the Court's order of Final Approval and Judgment have been affirmed on appeal; and
- (i) The existence of sufficient number of Eligible Class Members such that the number of Class Members who, as of the date of the completion of all Settlement Administration Procedures are not Eligible Class Members, does not exceed ten percent (10%) of the total Class Members. If the number of Class Members who are not Eligible Class Members exceeds such percentage, Defendants shall have the absolute right (but not the obligation) to deem this Settlement Void *Ab Initio* upon written notice to Class Counsel, the Court, and the Settlement Administrator. If Defendants, within fourteen (14) days of the Settlement Administrator's written notice to all Parties that the number of Class Members who are not Eligible Class Members exceeds 10% of all Class Members, fail to advise the Settlement Administrator and Plaintiffs' Counsel in writing that they will withdraw from the Settlement, this circumstance will not determine the Effective Date.

16. Eligible Class Member. "Eligible Class Member" means a Class Member who is

not an Opt-Out.

17. Eligible Class Member Share(s). “Eligible Class Member Share(s)” shall mean the portion of the Net Settlement Amount that will be allocated to each Eligible Class Member, according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Class Member Work Weeks to arrive at the Eligible Class Member Work Week Rate, and then second, by multiplying the resulting Eligible Class Member Work Week Rate by the total number of Eligible Class Member Work Weeks for each respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net Settlement Amount will be sent by the Settlement Administrator to Legal Aid at Work. The unclaimed funds shall not revert back to Defendants. As to Plaintiffs and To-Be Plaintiffs, the amount of their Eligible Class Member Shares is in addition to any Court-approved Named Plaintiff Enhancements and To-Be Plaintiff Enhancements.

18. Eligible Class Member Work Week(s). “Eligible Class Member Work Week(s)” shall mean a Class Member Work Week during which an Eligible Class Member worked in a Class Member.

19. Eligible Class Member Work Week Rate. “Eligible Class Member Work Week Rate” shall mean the amount calculated by the Settlement Administrator as due to each Eligible Class Member for each Eligible Class Member Work Week.

20. Final Approval. “Final Approval” shall mean an order of the Court finally approving this Settlement pursuant to California Rules of Court Rule 3.769 and granting Class Certification.

21. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a motion for Final Approval, scheduled and conducted pursuant to California Rules of Court Rule 3.769.

22. Gross Settlement Amount. “Gross Settlement Amount” means the amount Defendants shall pay as a consequence of this Settlement, which is One Million Dollars and Zero

Cents (\$1,000,000.00).

23. Judgment. “Judgment” means a Judgment of the Court in accordance with California Rules of Court Rule 3.769(h).

24. LWDA. The “LWDA” shall mean the California Labor and Workforce Development Agency.

25. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA pursuant to this Joint Stipulation, which shall be Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00). This amount shall be deemed to be seventy-five percent (75%) of an overall amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount which shall be allocated to PAGA penalties. The remaining amount of such allocation, Twelve Thousand and Five Hundred Dollars and Zero Cents (\$12,500.00) shall be deemed part of the Net Settlement Amount and shall be accordingly distributed to the Eligible Class Members as a proportionate part of their Eligible Class Member Shares, proportionate to their number of Eligible Class Member Workweeks.

26. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of Twelve Thousand and Five Hundred Dollars and Zero Cents (\$12,500.00) referenced in Section I.25 above.

27. Named Plaintiffs. “Named Plaintiffs” shall mean Plaintiffs Socorro Ochoa, Ana Gaytan Garcia, and Teresa Gonzalez Vega.

28. Named Plaintiffs Enhancement. “Named Plaintiffs Enhancement” shall mean the amount approved by the Court to be paid to Plaintiffs Socorro Ochoa, Ana Gaytan Garcia, and Teresa Gonzalez Vega in addition to their individual Eligible Class Member Shares, in consideration for their effort in coming forth as a class and/or PAGA representative, and in consideration for their General Release, as defined herein. The Parties agree that such amounts shall be Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), subject to the Court’s approval. Plaintiffs Socorro Ochoa, Ana Gaytan Garcia, and Teresa Gonzalez Vega must sign a separate Settlement Agreement and General Release in exchange for receiving their

individual portion of the Named Plaintiffs Enhancement

29. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement Amount minus (a) Settlement Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA Fund, (d) the Named Plaintiffs Enhancement, and (e) To-Be Plaintiffs Enhancement.

30. Notice Packet: “Notice Packet” shall mean a packet mailed by the Settlement Administrator pursuant to Section II.6 below, containing the Class Notice, and any other accompanying documents required by this Settlement and/or Preliminary Approval.

31. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-Out Request.

32. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.7 below.

33. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

34. Party. “Party” shall mean, individually, one of the Parties, and each of them.

35. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court preliminarily approving this Settlement pursuant to California Rules of Court Rule 3.769, granting conditional Class Certification for purposes of the Settlement Administration Procedures, certifying Class Counsel, approving the form of Class Notice, establishing Settlement Administration Procedures, and scheduling a Final Approval Hearing.

36. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall mean the Qualified Settlement Fund established by the Settlement Administrator for the payment of the Settlement Payment Amount.

37. Released Claims. The term “Released Claims,” as applied to releases by Eligible Class Members, shall mean any and all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against Released Parties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to claims arising from alleged unpaid wages; minimum wages;

regular wages; overtime and double time wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; separation pay violations; failure to maintain accurate records; and PAGA penalties during the Class Period. Regardless of whether Class Members opt-out of the Class Settlement, this Settlement shall release all PAGA claims as alleged on behalf of all Class Members, as detailed herein.

- (a) The term “Released Claims” or “General Release,” as applied to the Named Plaintiffs and To-Be Plaintiffs, shall refer to the Named Plaintiffs’ and To-Be Plaintiffs’ additional general release of all claims, known or unknown as follows: Named Plaintiffs and To-Be Plaintiffs release Defendants, and each of their respective parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective predecessors, successors, and assigns, current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them (“Released Parties”) from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendant.
- (b) With respect to the General Release, Named Plaintiffs and To-Be Plaintiffs stipulate and agree that, upon the Effective Date, Named Plaintiffs and To-Be Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY

GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- (c) Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.
- (d) Notwithstanding the foregoing provisions, the General Release by Named Plaintiffs and To-Be Plaintiffs does not constitute a waiver of any claims that cannot by law be waived, including claims for workers' compensation, disability insurance, or unemployment insurance.

38. Released Parties. The term "Released Parties" shall mean Defendants La Tavola, LLC and BBJ Rentals Inc., their parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

39. Settlement Administrator. "Settlement Administrator" means "ILYM Group, Inc.," the third-party class action administrator jointly selected by the Parties to perform the Settlement Administration Duties.

40. Settlement Administrator Declaration. "Settlement Administrator Declaration" shall mean a declaration attesting, in detail, to the steps taken through the date of such declaration in performing the Settlement Administration Duties, that the procedures contemplated in Sections

II.5 through II.7 below are complete, and that the Settlement Administrator has all information needed to perform any remaining Settlement Administration Duties, including calculation of the amounts of the respective Eligible Class Member Shares.

41. Settlement Administration Costs. “Settlement Administration Costs” shall mean the fees and expenses reasonably and necessarily incurred by the Settlement Administrator as a result of performing the Settlement Administration Duties. Settlement Administration Costs shall be paid from the Gross Settlement Amount. The Parties estimate that the Settlement Administration Costs shall be up to \$25,000.00. Should any actual Settlement Administration Costs turn out to be less than the projected amount, the Parties agree that the savings will be allocated to the Net Settlement Amount, to be distributed to Eligible Class Members in proportion to their respective numbers of Eligible Class Member Workweeks. Should the actual reasonable and necessary Settlement Administration Costs be more than the above estimate amount, the additional Settlement Administration Costs will be paid from the Gross Settlement Amount.

42. Settlement Administration Duties. “Settlement Administration Duties” shall mean the duties of the Settlement Administrator as set forth in this Agreement and as may be ordered by the Court.

43. Settlement Payment Amount. “Settlement Payment Amount” means the Gross Settlement Amount, consisting of several elements including, without limitation: Eligible Class Member Shares, Settlement Administration Costs, the Named Plaintiffs Enhancements, the To-Be Plaintiffs Enhancements, the LWDA Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members’ portion of withholdings, contributions, deductions, taxes (including employer-side taxes), fees and any other amounts due to government agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

44. To-Be Plaintiffs. “To-Be Plaintiffs” shall mean To-Be Plaintiffs Liliana J. Moisen, Andrea Garcia Cervantes, and Cecilia Cervantes.

45. To-Be Plaintiffs Enhancement. “To-Be Plaintiffs Enhancement” shall mean the amount approved by the Court to be paid to To-Be Plaintiffs Liliana J. Moisen, Andrea Garcia

Cervantes, and Cecilia Cervantes in addition to their individual Eligible Class Member Shares, in consideration for their effort in coming forth as a class representative, and in consideration for their General Release, as defined herein. The Parties agree that such amounts shall be Five Thousand Dollars and Zero Cents (\$5,000.00), subject to the Court's approval. To-Be Plaintiffs Liliana J. Moisen, Andrea Garcia Cervantes, and Cecilia Cervantes must sign a separate Settlement Agreement and General Release in exchange for receiving their individual portion of the To-Be Plaintiffs Enhancement

46. Void *Ab Initio*. "Void *Ab Initio*" shall mean a circumstance in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into. Such circumstance will be deemed to exist only if any of the following having occurred: (a) the Court has so ordered; (b) any of the Parties have materially breached this Agreement and either such breach cannot be cured, or after reasonable notice to the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-curable breach is non-material; (c) conditions have become such (including, for example, that the Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

47. Work Week. "Work Week" shall mean a continuous period of seven (7) calendar days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are also within the Class Period.

II. TERMS AND CONDITIONS OF SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the class settlement shall be as follows:

1. Amendment of the Ochoa Complaint. The Parties stipulate that Plaintiff Ochoa will amend the Ochoa Complaint for the limited purposes to: (1) add Defendant BBJ Rentals as a named Defendant; (2) add a cause of action under California's Labor Code Private Attorneys

General Act of 2004 as similarly pled by Plaintiff Garcia and Plaintiff Vega (“To-Be PAGA Claim”); and (3) add Liliana J. Moisen, Andrea Garcia Cervantes, and Cecilia Cervantes as additional class representatives. Plaintiff Ochoa agrees that the Release in Section I.37 will release the To-Be PAGA Claim for the consideration set forth in Section I.25, above.

2. Contentions and Defenses: Compromise. The Parties have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiffs and To-Be Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to which they or the Class would be entitled if the Action was to be further litigated. Defendants do not stipulate that, should the Action be further litigated, Named Plaintiffs, To-Be Plaintiffs and/or the Class would be entitled to any relief whatsoever. Neither Named Plaintiffs, To-Be Plaintiffs, nor Defendants admit to any unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and seek all available forms of relief should this Settlement not be given effect.

3. Confidentiality and Class Member Communications. Until Class Counsel files a Motion for Preliminary Approval, the Parties will keep the existence and terms of this Settlement strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with Class Members other than the Named Plaintiffs and To-Be Plaintiffs only if such additional Class Members initiate contact with Class Counsel in such regard. No Party or their counsel may otherwise make any public statement or comment or make any disclosures of any kind about this Settlement to anyone, including without limitation, the public, or press, or on any public or semi-public forum on the internet (such as social media) without the express written permission of each of the other Parties. Such confidentiality provisions shall remain in force following Preliminary Approval as well, with the following exceptions: (a) the Settlement Administrator may take steps reasonably necessary to perform Settlement Administration Duties; (b) Class Counsel, Named Plaintiffs, and To-Be Plaintiffs may take reasonably necessary steps to perform their duties as

such; and (c) Class Counsel may list or disclose this Action and Settlement as among their handled cases in court filings or motions only, but may not disclose the terms of the Settlement on any firm publication or other public media. In the interest of permitting the Class Notice and administration process to function on its own, Named Plaintiffs and To-Be Plaintiffs agree not to discuss this Settlement with any Class Members or any other individuals except for their attorneys, financial representatives, accountants and/or spouse. Defendants agree not to discourage Class Members from, and agree not to encourage them to, exercise any of their rights or obligations pursuant to this Agreement. Defendants will instruct their officers, directors, managers and supervisors that that, should they be contacted by Class Members or persons who believe they may be Class Members in relation to this Agreement, such officers, directors, managers and supervisors should make no comment except by directing the employees to the Settlement Administrator.

4. Preliminary Approval. As soon as possible following execution of this Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will submit therewith a proposed order and any necessary declarations in support of Preliminary Approval. The Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court.

5. Settlement Administration Procedures – Class List. Within fourteen (14) days of Defendants' receipt of notice of entry of Preliminary Approval, Defendants shall cause to be delivered as confidential and privileged information by e-mail or otherwise to the Settlement Administrator a list of the Class Members that includes their names, last known address(es), full social security numbers, and dates of employment with Defendants in a Class Member during the Class Period, all of which information shall be based upon Defendants' reasonably available business records and/or the best reasonably available personal knowledge of Defendants' employees and agents.

6. Settlement Administration Procedures – Notice to Class.

Prior to notifying Class Members of their award, the Settlement Administrator will calculate the estimated Eligible Class Member Shares of each respective Class Member, based upon an assumption that all Class Members will become Eligible Class Members, that no Class

Member Objections, Opt-Out Requests, or other disputes pursuant to Section II.7 below will be submitted, and that no Class Members will be added to the Class. The approximate amounts of such estimated Eligible Class Member Shares will be disclosed on an individual basis in each Class Member's respective Class Notice, along with the basis of the calculation of such shares in relation to the number of Class Member Work Weeks for each such Class Member.

Within ten (10) days after delivery of the information described in Section II.5 above, the Settlement Administrator will mail a Notice Packet to each Class Member via United States Mail, first class, postage pre-paid to each Class Member's last-known address.

If any mailed Notice Packets are returned as undeliverable, then the Settlement Administrator shall have thirty (30) days from receipt of notice that a Notice Packet was undeliverable to perform one "skip trace" or similar search and to re-mail the same Notice Packet (or a true and correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S. Mail indicating on the Notice the date it was re-mailed, and including written notice that a Class Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out Request.

If the process set forth in this paragraph and any other procedures ordered by the Court are followed, the Class Notice will be deemed to have been adequately provided to all Class Members. In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does not receive the Notice Packet, the intended recipient shall remain a Class Member, and will be deemed an Eligible Class Member, unless such intended recipient submits a Class Member Objection or Opt-Out Request.

7. Settlement Administration Procedures – Class Member Objections, Opt-Out Requests, and Disputes Concerning Class Member Status and Number of Class Member Work.

- (a) *Class Member Objections – Filing and Service:* Any member of the Settlement Class who wishes to make a Class Member Objection must give written notice to the Settlement Administrator, with such notice being received by the Settlement Administrator within forty five (45) days of

mailing of the Notice Packets to the Class Members. Such written notice shall contain the relevant Class Member's name, address, telephone number, and signature, as well as a statement to the effect that the Class Member objects to the settlement, the basis and/or reason for such objection.

- (b) *Class Member Objections – Responses*: Upon receipt of any documents purporting to be Class Member Objections, the Settlement Administrator shall forthwith forward such documents to Class Counsel and Defendants' Counsel by e-mail and United States Mail. Following receipt of such documents, Class Counsel and Defendants' Counsel shall confer regarding such documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in a separate document along with their motion for Final Approval, a joint statement, not to exceed ten (10) pages, containing the Parties' points and authorities in response to such documents purporting to be Class Member Objections, along with copies of such Class Member Objections. If the Parties' responses differ in any respect, the jointly-held positions shall be set forth in a separately entitled section, and the differently-held positions shall be set forth in further separately-entitled sections of the joint response. The Parties may attach evidence to the joint response, which shall not count toward the page limit. If the volume of documents purporting to be Class Member Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member Objections (or should the Parties receive them less than ten (10) days prior to any due date for the motion for Final Approval), the Parties may file a further such joint response at any time prior to the Final Approval Hearing, but in any event not later than ten

(10) days after receiving such untimely documents.

- (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to make an Opt-Out Request must deliver written notice (to include the relevant Class Member's name, address, telephone number, and signature) to such effect to the Settlement Administrator, with such notice being received by the Settlement Administrator within forty five (45) days of mailing of the Notice Packets to the Class Members. Such written notice shall set forth a statement to the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement. The Settlement Administrator shall give Class Counsel and Defendants' Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties wish to dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify the Settlement Administrator and all other Parties via e-mail and United States Mail within ten (10) days of receiving such documents, and in so doing they shall state the factual and legal basis for such dispute. Prior to the deadline for submitting its declaration described in Section II.8 below, the Settlement Administrator shall make a determination as to the validity of the disputed Opt-Out Requests, and shall set forth its determinations in such declaration. The Settlement Administrator's decisions in such regard shall be final and binding.
- (d) *Disputes Concerning Class Member Status:* Should any person who does not receive a Class Notice directed to him or her wish to come forward purporting to be a Class Member, such person shall notify the Settlement Administrator, no later than forty five (45) days after the Settlement Administrator's mailing of the Class Notice Packets. The Settlement

Administrator shall forthwith send any such documents to Class Counsel and Defendants' Counsel via e-mail and/or United States Mail. Upon receipt of such notice, Defendants shall investigate the matter, including with reference to their business records, and shall determine whether the person is a Class Member. Then, within ten (10) days of receipt of such notice, Defendants shall notify the Settlement Administrator and Class Counsel as to their determination of the person's status as a Class Member. Defendants' determination in such regard shall control. If the person is determined to be a Class Member, the Settlement Administrator shall mail that person a Notice Packet, whereupon the same procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes Concerning Work Weeks set forth in this Agreement shall apply to such person.

- (e) *Disputes Concerning Class Member Work Weeks:* The Class Notice sent to each Class Member shall separately set forth that person's estimated number of Class Member Work Weeks, which will be calculated based Defendants' records. If for any reason a Class Member disagrees with such estimate, such Class Member shall deliver written notice to such effect to the Settlement Administrator, with such notice being received by the Settlement Administrator within forty five (45) days of mailing of the Notice Packet to the Class Members. Such notice shall set forth the Class Member's basis for such disagreement, including any and all documents supporting such basis. Upon receipt of such notices, the Settlement Administrator shall forthwith send it to Class Counsel and Defendants' Counsel, via e-mail and United States Mail. Defendants shall investigate the matter, including by examining their business records, and shall, within ten (10) days of receiving notice, inform Class Counsel and the Settlement Administrator as to its determination regarding the Class Member's number

of Class Member Work Weeks. In the event that the Class Member does not provide any supportive documentation, Defendants' determination shall control. In the event that the Class Member does provide supportive documentation, Defendants shall, within the same ten (10) day period, either notify the Settlement Administrator and Class Counsel that they stipulate to the Class Member's assertions regarding his or her number of Class Member Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Settlement Administrator and Class Counsel with their proposed determination, and the factual basis therefor, and any supporting documentation. The Settlement Administrator shall then determine the Class Member's number of Class Member Workweeks, and its determinations shall control.

- (f) Named Plaintiffs and To-Be Plaintiffs hereby agree that they will not submit a Class Member Objection or an Opt-Out Request. Any submissions by Named Plaintiffs or To-Be Plaintiffs purporting to be a Class Member Objection or an Opt-Out Request shall be null and void.
- (g) No determinations by Defendants, the Settlement Administrator, the Court, or any other person or entity pursuant to this Section II.7 shall have the effect of increasing the amount of the Gross Settlement Amount (other than the escalator provision outlined in Section I.10). Rather, any additional amounts to be distributed to any Class Member as a result of the resolution of such disputes shall be made in conjunction with and subject to a proportionate reduction in other Eligible Class Members' Eligible Class Member Shares, with specific amounts to be determined by the Settlement Administrator.

8. Settlement Administration Procedures – Settlement Administrator Declaration.

Within ten (10) days of the expiration of all the time periods provided for in Sections II.5 through

II.7 above, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with the Settlement Administrator Declaration. Should the Settlement Administrator be unable to provide the Settlement Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendants' Counsel, who shall cooperate with the Settlement Administrator to forthwith remedy any such inability.

9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's receipt of the declaration required of the Settlement Administrator by Section II.8 above; or (b) sixteen (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon Defendants and the Settlement Administrator a motion for Final Approval, and shall include the Settlement Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the Settlement Administrator Declaration be less than ten (10) days prior to the court day that is sixteen (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel is unable to do so, or if Class Counsel otherwise believe based on other circumstances they will not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency relief from the Court in the form of shortening of the time for filing and serving the Motion for Final Approval, or re-scheduling of the Final Approval Hearing. Defendants shall cooperate in the seeking and obtaining of such relief.

10. Release. The Settlement includes a release of Released Claims against the Released Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the Effective Date, to have provided and to be subject to the release of Released Claims against the Released Parties set forth in herein. Named Plaintiffs and To-Be Plaintiffs additionally agree that as of the Effective Date, each of them will be deemed to have provided and to be subject to the General Release in favor of the Released Parties set forth herein.

11. Enforcement. This Agreement is enforceable pursuant to California Rules of Court Rule 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,

attorney's fees in connection with collection efforts or enforcement of the confidentiality provisions of this Agreement; provided however, that the aggrieved Party shall be required to give notice to the opposing Party and meet and confer regarding the alleged breach before filing any motion, or application for enforcement of, this Agreement.

12. Taxation and Withholding; Settlement Checks.

- (a) *Allocation.* The Parties agree that ten percent (10%) of the Net Settlement Amount shall be allocated to Form W-2 wages, forty-five percent (45%) of the Net Settlement Amount shall be allocated to interest subject to Form 1099 report, and forty-five percent (45%) of the Net Settlement Amount be allocated to penalties (including the LWDA Fund Remainder) and other non-wages subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation is for purposes of this Settlement only. Defendants will be responsible for the employer's share of the taxes on the that ten percent (10%) of the Net Settlement Amount shall be allocated to Form W-2 wages. The Settlement Administrator will pay from the QSF each Eligible Class Member Share, the Eligible Class Members' shares of payroll taxes, deductions, contributions, and other amounts required to be paid to government agencies and/or tax authorities. The payment of such taxes, deductions, contributions and other amounts shall be calculated based upon Defendants' reasonably available records. The Settlement Administrator shall provide reasonable notice to Defendants' Counsel of any records required for purposes of computing taxes, deductions, contributions and other amounts, and Defendants shall undertake reasonable efforts to provide the Settlement Administrator with same. The Settlement Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible Class Member payee. Any

necessary employer tax contributions resulting from issuance of the Settlement shall be in addition to the Gross Settlement Amount.

- (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendants or their Counsel will provide tax or financial advice, and Class Members are advised to seek independent professional advice as to the tax or financial consequences of any payment they receive, or may receive, as Class Members.
- (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations,

holiday pay, retirement plans, etc.) of the Eligible Class Members.

- (d) *Non-Negotiated Instruments of Payment.* The expiration date of any instruments of payment issued by the Settlement Administrator to Eligible Class Members will be one hundred eighty (180) days from the date such instruments are issued and sent. The monies of any such instruments of payment that are not negotiated by Eligible Class Members within one hundred eighty (180) calendar days of the date of mailing of the instruments of payment shall be paid to Legal Aid at Work, the mutually agreed upon cy-pres organization which complies with Cal. Code. Civ. Proc. § 384.

13. Defendants' Payment of the Settlement Payment Amount. Upon the Effective Date, the Settlement Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund, and shall promptly notify Defendants' Counsel and Class Counsel by e-mail that such accounts have been established and of the payment details necessary to fund the Qualified Settlement Fund. The Settlement Administrator shall also advise Defendants as to any amounts Defendants will be required to pay for their respective portions of any payroll taxes, deductions, contributions and other amounts required to be paid to government agencies and/or tax authorities as a result of this Settlement (hereinafter, "Defendants' Payroll Tax"), if any exist. Within thirty (30) calendar days of Defendants' receipt of such notice from the Settlement Administrator, and provided that the Effective Date has occurred, Defendants shall make such payment, not to exceed, in aggregate, the Settlement Payment Amount, which will be inclusive of Defendants' Payroll Tax. Within ten (10) days after all funds necessary to fully fund the Qualified Settlement Fund are in the accounts established by the Settlement Administrator and are available for disbursement, the Settlement Administrator shall disburse, pursuant to this Settlement and other applicable law, the corresponding Eligible Class Member Shares to each Eligible Class Member, as well as the LWDA Fund, the Named Plaintiffs Enhancements, the To-Be Plaintiffs Enhancements, the Settlement Administration Costs, and the Class Counsel Fees and Costs. In disbursing the LWDA Fund, the Settlement Administrator shall also submit to the LWDA any

information or documentation required for such disbursement, such as a copy of the Court's Final Approval order. The Settlement Administrator shall promptly notify Class Counsel and Defendants' Counsel by e-mail that such disbursements and submissions have been made.

14. Cooperation and Reasonable Modifications. The Parties and their respective counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth in this Agreement, including without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly the submission of any objection to this Agreement, the submission of any Class Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of any order or judgment contemplated by the Settlement. This Agreement contemplates that the Court and the Parties may make reasonable modifications to the Agreement in order to effect its essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable modifications and take all necessary steps to give them effect.

15. Warranty of Authority. The undersigned each represent and warrant that each has authority to enter into this Settlement, and that by doing so they are not in breach or violation of any agreement with any third parties. The Parties further agree that the Action shall be stayed in all respects until the final payment called for by this Settlement is made pending the occurrence or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval and Final Approval.

16. Other Actions Enjoined. Defendants shall have the right to request, and Named Plaintiffs, To-Be Plaintiffs, nor their Class Counsel will not oppose, that the Court enter an order that pending Final Approval, Class Members who do not opt-out of the Settlement are barred from instituting or prosecuting any claims or actions against the Released Parties which fall within the definition of the Released Claims and that any pending actions against the Released Parties, whether in court or arbitration, are stayed on an interim basis only as to any claims which fall within the definition of the Released Claims.

17. Notices to Counsel. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class United States mail, to the undersigned persons at their respective addresses as set forth herein (and, to the extent notice by e-mail is called for), the below e-mail addresses shall be used:

Counsel for Plaintiffs:	Counsel for Defendants:
JUSTIN F. MARQUEZ, SBN 26417 justin@wilshirelawfirm.com BENJAMIN H. HABER, SBN 315664 benjamin@wilshirelawfirm.com ARRASH T. FATTAHI, SBN 333676 afattahi@wilshirelawfirm.com WILSHIRE LAW FIRM, PLC 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010 Telephone: (213) 381-9988 Facsimile: (213) 381-9989	ANNIE LAU, SBN 302438 alau@fisherphillips.com KIKI Y. OKPALA, SBN 341774 kokpala@fisherphillips.com FISHER & PHILLIPS LLP One Montgomery Street, Suite 3400 San Francisco, California 94104 Telephone: (415) 490-9000 Facsimile: (415) 490-9001

18. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

19. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement

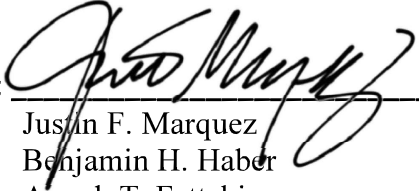
including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

20. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

21. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdfs or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Dated: February 27, 2024

WILSHIRE LAW FIRM, PLC

By: 
Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi
Attorneys for Plaintiffs and To-Be Plaintiffs

Dated: June 27, 2024

FISHER & PHILLIPS LLP

By: 
Annie Lau
Kiki Y. Okpala
Attorneys for Defendants
LA TAVOLA, LLC and BBJ RENTAL
INC.

Dated: 2/21/2024

PLAINTIFF

DocuSigned by:

Socorro Ochoa

7452F30ACBE6404...

Plaintiff Socorro Ochoa

Dated: 2/21/2024

PLAINTIFF

DocuSigned by:

Ana Gaytan

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Plaintiff Ana Gaytan Garcia

Dated: 2/21/2024

PLAINTIFF

DocuSigned by:

Teresa Gonzalez Vega

22262350F75749D...

Plaintiff Teresa Gonzalez Vega

Dated: 2/27/2024

TO-BE PLAINTIFF

DocuSigned by:

Liliana J. Moisen

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Plaintiff Liliana J. Moisen

Dated: 2/21/2024

TO-BE PLAINTIFF

DocuSigned by:

Andrea Garcia Cervantes

8282C6214FC245D...

Plaintiff Andrea Garcia Cervantes

Dated: 2/21/2024

TO-BE PLAINTIFF

DocuSigned by:

Cecilia Cervantes

C9000FF7F3EC4F3...

Plaintiff Cecilia Cervantes

Dated: 2/28/24

DEFENDANT LA TAVOLA, LLC

Greg Sullivan

Greg Sullivan

Dated: 2/28/24

DEFENDANT BBJ RENTAL INC.

Greg Sullivan

Greg Sullivan

Exhibit 2

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

12/30/2024
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Mediation Fees					
	06/28/2023	600973	Mediation Fee	\$9,375.00	\$9,375.00
	10/25/2023	612355	Mediation Fee	\$3,600.00	\$12,975.00
Total MEDIATION FEES				\$12,975.00	\$12,975.00
Expert Fees					
	10/27/2023	9869	Expert Fees	\$6,210.00	\$6,210.00
Total EXPERT FEES				\$6,210.00	\$6,210.00
Legal Expenses					
					\$0.00
	4/16/2022		Records Investigation	\$159.00	\$159.00
	5/6/2022	846308554	Legal Research	\$22.41	\$181.41
	6/2/2022		Department of Industrial Relations	\$75.00	\$75.00
	8/11/2022	846791965	Legal Research	\$30.35	\$105.35
	9/6/2022	846968675	Legal Research	\$41.98	\$147.33
	10/4/2022	847129568	Legal Research	\$31.90	\$179.23
	2/27/2023	25949	Deposition Reporting	\$478.62	\$657.85
	3/28/2023		Department of Industrial Relations	\$75.00	\$732.85
	7/12/2023	INV90805-01-01	Records Investigation	\$450.00	\$1,107.85
	9/13/2023	7072D9F3-0005-B	Legal Research	\$68.50	\$1,176.35
	11/6/2023	849221290	Legal Research	\$192.11	\$1,368.46
	03/06/2023	847939906	Legal Research	\$129.78	\$1,498.24
	04/04/2023	848097210	Legal Research	\$81.55	\$1,579.79
	05/06/2022	846308554	Legal Research	\$11.21	\$1,591.00
	09/13/2023	7072D9F3-0005-C	Legal Research	\$68.50	\$1,659.50
	09/13/2023	7072D9F3-0005-D	Legal Research	\$68.50	\$1,728.00
	11/15/2023	7072D9F3-0006-A	Legal Research	\$68.50	\$1,796.50
	11/15/2023	7072D9F3-0006-B	Legal Research	\$82.20	\$1,878.70
	11/15/2023	7072D9F3-0006-C	Legal Research	\$95.89	\$1,974.59
	11/15/2023	7072D9F3-0006-D	Legal Research	\$95.89	\$2,070.48
	9/11/2024	25949 (2)	Deposition Reporting	\$76.85	\$76.85
Total LEGAL EXPENSES				\$2,403.74	\$2,326.89
Process Service Fees					
	8/8/2022		Attorney Services	\$466.11	\$466.11
	8/15/2022	49541	Attorney Services (Valpro)	\$1,663.50	\$2,129.61
	8/18/2022	50083	Attorney Services (Valpro)	\$45.00	\$2,174.61
	8/18/2022	49934	Attorney Services	\$146.75	\$2,321.36
	8/23/2022	50108	Attorney Services (Valpro)	\$142.00	\$2,463.36
	8/23/2022	50109	Attorney Services (Valpro)	\$62.00	\$2,525.36
	8/24/2022	50275	Attorney Services (Valpro)	\$45.00	\$2,570.36
	1/1/2023		Attorney Services	\$19.19	\$2,589.55
	1/5/2023	54053	Attorney Services (Valpro)	\$85.00	\$2,674.55
	1/23/2023	53944	Attorney Services (Valpro)	\$135.00	\$2,809.55
	2/16/2023		Attorney Services	\$19.65	\$2,829.20
	2/23/2023		Attorney Services	\$19.65	\$2,848.85
	2/28/2023		Attorney Services	\$19.65	\$2,868.50
	3/28/2023		Attorney Services	\$19.65	\$2,888.15
	5/26/2023		Attorney Services	\$466.57	\$3,354.72
	6/23/2023		Attorney Services	\$77.25	\$77.25
	6/30/2023		Attorney Services	\$16.22	\$93.47
	7/3/2023	20702716	Attorney Services	\$40.36	\$133.83
	7/14/2023	61805	Attorney Services (Valpro)	\$150.95	\$284.78
	8/11/2023	62864	Attorney Services (Valpro)	\$188.50	\$473.28

	8/11/2023	62865	Attorney Services (Valpro)	\$93.50	\$2,285.77
	8/17/2023	63193	Attorney Services (Valpro)	\$45.00	\$518.28
	9/14/2023	65173	Attorney Services (Valpro)	\$145.45	\$663.73
	9/22/2023	65172	Attorney Services (Valpro)	\$135.00	\$798.73
	10/6/2023	21365864	Attorney Services	\$19.65	\$818.38
	10/6/2023	21365777	Attorney Services	\$19.65	\$838.03
	10/18/2023	21450025	Attorney Services	\$19.65	\$857.68
	12/28/2023	21908800	Attorney Services	\$19.65	\$877.33
	2/23/2024	22297554	Attorney Services	\$20.68	\$898.01
	2/23/2024	22296778	Attorney Services	\$20.68	\$918.69
	2/23/2024	22297341	Attorney Services	\$20.68	\$939.37
	2/26/2024	72222	Attorney Services (Valpro)	\$140.45	\$1,079.82
	2/26/2024	72215	Attorney Services (Valpro)	\$140.45	\$1,220.27
	2/26/2024	72214	Attorney Services (Valpro)	\$140.45	\$1,360.72
	3/18/2024	73066	Attorney Services (Valpro)	\$140.45	\$1,501.17
	3/18/2024	73067	Attorney Services (Valpro)	\$140.45	\$1,641.62
	3/18/2024	73065	Attorney Services (Valpro)	\$140.45	\$1,782.07
	3/28/2024	22548678	Attorney Services	\$41.39	\$1,823.46
	4/9/2024	22638630	Attorney Services	\$20.68	\$1,844.14
	4/10/2024	22642427	Attorney Services	\$20.68	\$1,864.82
	5/9/2024	22854671	Attorney Services	\$21.71	\$1,886.53
	5/9/2024	22854744	Attorney Services	\$21.71	\$1,908.24
	7/1/2024	23223917	Attorney Services	\$21.71	\$1,929.95
	8/1/2024	23443323	Attorney Services	\$83.60	\$2,013.55
	9/4/2024	81023	Attorney Services (Valpro)	\$135.00	\$2,148.55
	9/5/2024	23663673	Attorney Services	\$21.83	\$2,170.38
	10/4/2024	23848257	Attorney Services	\$21.89	\$2,192.27
Total PROCESS SERVICE FEES				<u>\$5,640.49</u>	<u>\$5,640.49</u>
Other Costs					
	4/13/2022		Case Administration Fee for In-House Services	\$500.00	\$500.00
	4/21/2022	E-961438	Postage Cost	\$6.13	\$506.13
	4/21/2022	E-961437	Postage Cost	\$6.13	\$512.26
	4/21/2022	E-961436	Postage Cost	\$6.13	\$518.39
	4/21/2022	E-961435	Postage Cost	\$6.13	\$524.52
	4/21/2022	E-961433	Postage Cost	\$6.13	\$530.65
	4/21/2022	E-961432	Postage Cost	\$6.13	\$536.78
	4/22/2022	E-964541	Postage Cost	\$6.13	\$542.91
	4/22/2022	E-964540	Postage Cost	\$6.13	\$549.04
	4/22/2022	E-964538	Postage Cost	\$6.13	\$555.17
	4/22/2022	E-964542	Postage Cost	\$6.13	\$561.30
	4/25/2022	E-972796	Postage Cost	\$6.13	\$567.43
	4/26/2022	E-975776	Printing Cost	\$6.13	\$573.56
	4/26/2022	E-975774	Postage Cost	\$6.13	\$579.69
	4/26/2022	E-975851	Postage Cost	\$6.13	\$585.82
	4/26/2022	E-975849	Postage Cost	\$6.13	\$591.95
	4/26/2022	E-975848	Postage Cost	\$6.13	\$598.08
	5/5/2022	E-2980094	Printing Cost	\$2.50	\$600.58
	5/5/2022	E-1002702	Postage Cost	\$6.13	\$606.71
	5/5/2022	E-1002701	Postage Cost	\$6.13	\$612.84
	6/1/2022	E-1103580	Printing Cost	\$12.00	\$624.84
	6/2/2022	E-1104810	Postage Cost	\$6.13	\$630.97
	6/2/2022	E-1104809	Postage Cost	\$6.13	\$637.10
	6/2/2022	E-1104808	Postage Cost	\$6.13	\$643.23
	6/2/2022	E-1104807	Postage Cost	\$6.13	\$649.36
	8/2/2022	E-2981018	Printing Cost	\$1.25	\$650.61
	8/10/2022	E-2979249	Printing Cost	\$1.75	\$652.36
	2/16/2023	E-3127902	Printing Cost	\$1.89	\$654.25
	3/17/2023	E-3039413	Printing Cost	\$15.00	\$669.25
	3/17/2023	E-3041182	Postage Cost	\$7.09	\$676.34

	3/17/2023	E-3041181	Postage Cost	\$7.09	\$683.43
	3/17/2023	E-3041180	Postage Cost	\$7.09	\$690.52
	3/17/2023	E-3041167	Postage Cost	\$7.09	\$697.61
	6/21/2023	E-3127793	Postage Cost	\$6.85	\$704.46
	10/18/2023	E-3154488	Printing Cost	\$1.89	\$706.35
	10/18/2023	E-3154492	Printing Cost	\$1.89	\$708.24
	10/18/2023	E-3154491	Printing Cost	\$1.89	\$710.13
	10/18/2023	E-3152430	Postage Cost	\$2.52	\$712.65
	2/16/2024	E-3190260	Printing Cost	\$1.89	\$714.54
	2/21/2024	E-3190257	Printing Cost	\$1.89	\$716.43
	2/21/2024	E-3190255	Printing Cost	\$1.89	\$718.32
	2/21/2024	E-3190258	Printing Cost	\$1.89	\$720.21
	2/21/2024	E-3190252	Printing Cost	\$1.89	\$722.10
	2/21/2024	E-3190254	Printing Cost	\$1.89	\$723.99
	9/18/2024	E-3229175	Postage Cost	\$8.16	\$732.15
Total OTHER COSTS				\$732.15	\$732.15
TOTAL				\$27,961.38	\$27,884.53

Exhibit 3



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

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Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

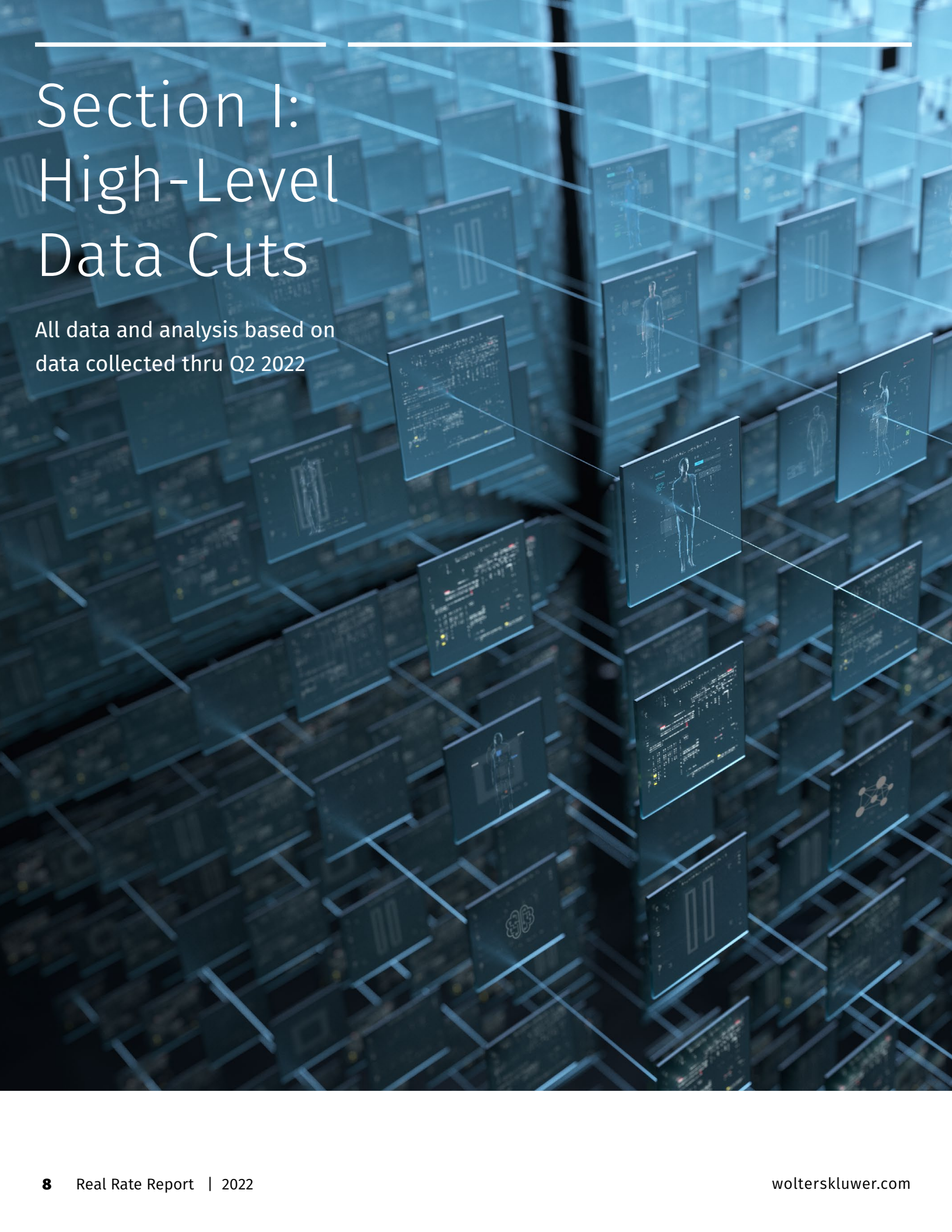
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	\$340	\$421	\$528	\$425	\$408	\$384
Nashville TN	Litigation	Partner	24	\$275	\$320	\$456	\$363	\$378	\$403
	Non-Litigation	Partner	78	\$412	\$484	\$576	\$505	\$481	\$470
		Associate	59	\$270	\$330	\$384	\$340	\$315	\$285
New Orleans LA	Litigation	Partner	47	\$290	\$332	\$412	\$343	\$330	\$340
		Associate	42	\$231	\$243	\$340	\$278	\$290	\$275
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New York NY	Litigation	Partner	614	\$475	\$675	\$1,088	\$808	\$784	\$746
		Associate	631	\$323	\$460	\$729	\$545	\$527	\$509
	Non-Litigation	Partner	1,376	\$765	\$1,235	\$1,638	\$1,189	\$1,139	\$1,090
		Associate	1,809	\$550	\$776	\$1,050	\$796	\$766	\$716
Oklahoma City OK	Non-Litigation	Partner	14	\$235	\$338	\$393	\$337	\$319	\$311
Omaha NE	Litigation	Partner	12	\$293	\$339	\$353	\$329	\$338	\$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	\$270	\$360	\$488	\$386	\$341	\$446
		Associate	13	\$220	\$310	\$375	\$314	\$278	\$287
Sacramento CA	Non-Litigation	Partner	11	\$381	\$437	\$682	\$534	\$559	\$516
Salt Lake City UT	Litigation	Partner	14	\$246	\$353	\$468	\$363	\$333	\$379
	Non-Litigation	Partner	42	\$297	\$371	\$447	\$391	\$363	\$353
		Associate	22	\$220	\$240	\$270	\$248	\$247	\$228
San Diego CA	Litigation	Associate	23	\$151	\$225	\$300	\$255	\$258	\$264
	Non-Litigation	Partner	89	\$332	\$540	\$1,066	\$699	\$667	\$649
		Associate	71	\$250	\$325	\$424	\$373	\$378	\$351
San Francisco CA	Litigation	Partner	143	\$423	\$675	\$995	\$742	\$711	\$691
		Associate	98	\$325	\$430	\$731	\$525	\$517	\$470
	Non-Litigation	Partner	221	\$475	\$750	\$950	\$758	\$746	\$741
		Associate	151	\$338	\$486	\$702	\$545	\$563	\$507
San Jose CA	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	\$461	\$580	\$745	\$608	\$593	\$498
	Non-Litigation	Partner	50	\$660	\$864	\$1,303	\$969	\$985	\$887
		Associate	46	\$380	\$460	\$775	\$616	\$639	\$567
Seattle WA	Litigation	Partner	76	\$497	\$655	\$760	\$635	\$567	\$510
		Associate	61	\$394	\$468	\$530	\$447	\$453	\$395
	Non-Litigation	Partner	148	\$410	\$526	\$760	\$571	\$547	\$547
		Associate	113	\$310	\$395	\$502	\$422	\$401	\$377
St. Louis MO	Litigation	Partner	46	\$260	\$350	\$435	\$376	\$373	\$388
		Associate	17	\$197	\$225	\$250	\$228	\$237	\$232
	Non-Litigation	Partner	57	\$352	\$419	\$540	\$451	\$446	\$473
Tampa FL	Litigation	Partner	31	\$369	\$508	\$595	\$490	\$467	\$452
		Associate	15	\$269	\$298	\$368	\$316	\$302	\$306
Trenton NJ	Non-Litigation	Partner	21	\$408	\$600	\$700	\$569	\$620	\$581
		Associate	12	\$480	\$495	\$500	\$448	\$376	\$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397



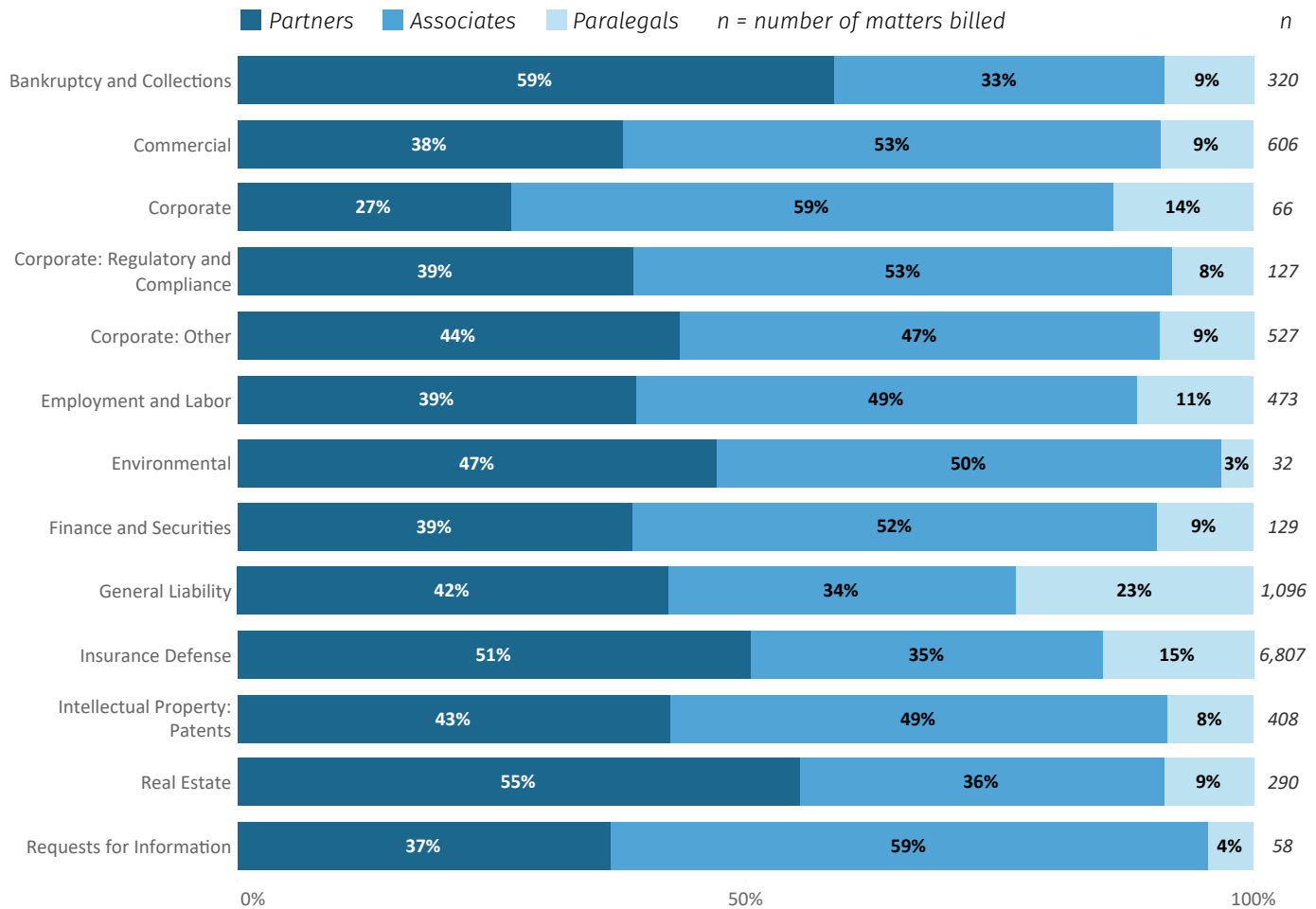
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures

Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA

General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other

Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

¹ All references to “Corporate: General/Other” in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 4

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Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).



That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

[Trustee's Objection](#)

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Law Firms

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22CV000862

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Zeyra Ceballos, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 15707 Rockfield Blvd., Suite 250, Irvine, California 92618. My electronic service address is zeyra.ceballos@wilshirelawfirm.com.

On **December 30, 2024**, I served the foregoing **DECLARATION OF ARRASH T. FATTAHI IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

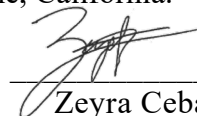
Annie Lau (SBN 302438)
alau@fisherphillips.com
Kiki Y. Okpala (SBN 341774)
kokpala@fisherphillips.com
Yorleny Hernandez
yhernandez@fisherphillips.com
Beth Gonshorowski
bgonshorowski@fisherphillips.com
FISHER & PHILLIPS LLP
One Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: (415) 490-9000
Facsimile: (415) 490-900

Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 30, 2024** at Irvine, California.



Zeyra Ceballos